

Emergency Action Relief Request

December 29, 2024

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Delivered via email to all parties and Pro Se Intake: (ProSe@nysd.uscourts.gov)

District Judge Honorable Lorna G. Schofield
Southern District of New York
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United States Bankruptcy Court Judge Honorable John P. Mastando III
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Re: JJ Arch LLC 24-10381 Bankruptcy Proceeding (JPM), SDNY Appeal 1:24-cv-08649 (LGS)

Honorable Justices of the Federal Southern District and Bankruptcy Court,

Happy holidays and I apologize in advance to write you during this time of year or to disturb your potential time off. This matter is urgent in nature where there is an Evidentiary Hearing scheduled in NYS Court (Judge Joel Cohen) for January 14th, 2025, against me and my business entities at JJ Arch LLC. Most importantly, I am unrepresented currently, and it seems that there may be a jurisdictional issue via a potential “Stay Pending Appeal”, which also has a deadline of January 15th, 2025. I hereby request clarity as it will help illustrate next steps in this litigation for all parties involved (part I of this letter).

In addition, (part II of this letter) I make the request for Judicial Intervention to either help sort through the jurisdictional issues with a consideration that “Removing” these cases to Federal Court is a Constitutional right or alternatively seeking a “Writ of Mandamus” where the Federal Court can demand the State Court to work through these matters without “bias”. This will still leave a variety of issues outstanding whereby DE, FL (possibly other States) entities exist.

Part I – Question regarding status of Jurisdictional authority and if a “Stay” pending appeal is in place or not.

I write to you today as a Pro Se (as I do not have counsel currently on this very litigious matter). As I believe you have seen parts and pieces of this matter but it generally consists of over 1,000 items on the NYS Commercial Division docket at this point (Main NYS Case, below, not including the others). The complexities grow exponentially at the detriment of me personally and over \$100M of other investors. Many of the details can be found in the corresponding documents but in short, my \$1 Bn real estate enterprise (Arch Real Estate Holdings LLC) was attacked by its seed investor (35 Oak from Canada), after their 5 year exclusivity was over. They refused to fulfill their capital obligations. As a result, they have worked hard for the last 18 months to attack me personally for their unwillingness or inability to perform under their contractual obligations. Since they were limited in their corporate governance (and not approved or recognized by any of the lenders or investment partners), they needed either myself or my former junior partner, Jared Chassen, to assist with their plan which was simple: Their accumulated \$50M investment was already offset by significant profits, instead of funding capital calls under my leadership, they chose to wipe out all other parties by giving back the real estate assets of the company to be relieved of their liabilities for capital or loan obligations. Given that they are Canadian, they act as they are “judgement proof”. They have done this without my consent and although they successfully “duped” NYS Court to get the “temporary and interlocutory” Orders that were required to do this, it will eventually be cleared up where all transactions completed were fraudulent conveyances. At this rate it is unclear how and when justice will be served. Although it will likely happen eventually, more damage continues by the day and their actions show that the complexities of Court works favorable to their initiatives.

The main purpose of my writing is a technical matter. The Bankruptcy of JJ Arch LLC (ultimate and majority owner of Arch Real Estate Holdings LLC, which I have not controlled in over a year due to NYS temp Court Orders, without trial, testimony, discovery, or final adjudication), has an active Appeal in the subject of this letter. It is much appreciated that Your Honor Judge Schofield extended time to January 15th, 2025 for first steps to be completed for the Appellant, but given the various letters from Your Honor Judge Mastando III, it appears that “Remand” has occurred only for the Adversary Proceedings, and not the Main Chapter Filing Case. The question of whether the initial “Stay” that was put in place for the June 10th, 2024 Remand (via June 24th, 2024 Appeal), continues and NYS has jurisdiction over the matter currently or not. I will share a number of supporting documents that show the back and forth in the matter in attachments but I ask the Federal SDNY Court to please clarify where the jurisdiction exists. My former partners attack me to extreme circumstances in NYS Court, they have even asked to have me incarcerated for a “Bad Faith” Bankruptcy but this Appeal will illustrate how that is frankly impossible. This is not the place or forum to litigate the Appeal but I will share simply the facts that change it all:

In the Bankruptcy proceedings, only 2 significant issues were focused on rather than the real estate assets that are being illegally and improperly given away.

1. Control between myself and Jared Chassen (only other alleged Member of JJ Arch). It is undeniable that he has not had any authority since 2021 via an executed Amendment to JJ Arch LLC. The opposition insisted that they needed Judge Joel Cohen to give his “reading” of the matter but that already existing. You will see the **August 16th, 2023 NYS Court**

transcript attached where The Court explicitly says the answer to this question without it being asked (page 22). Several attorneys have told me that it is about as declaratory as it gets.

2. **The unwillingness to provide Discovery and Testimony.** I have made countless attempts through Counsel, AD1, and SDNY Bankruptcy Court to get the truth of the collusion and improper transactions to be illustrated and the system failed me on approximately 6 occasions over 18 months. This essentially allows the opposition to say virtually anything they want, avoid “due process”, where I am Constitutionally entitled but yet I am victimized.

Unfortunately, I had to make inquiries to NYS Administrative Judges, NYS Counsel for Judicial Conduct, and DOJ Civil Rights Enforcement to attempt to break through the “biased” treatment against me in the NYS Court. I do not have any final determinations at this time but those inquiries were recent because I do not take these things lightly and only consider such relief until all avenues have been considered. **My Civil Rights have been attacked under the Constitutional Amendments 5 and 6, due to the inability to retain counsel since I have been stripped of contractual control and protective indemnitees and my executive liability insurance policy stopped funding my legal costs in the middle of the Bankruptcy (due to the Carrier’s newly perceived risks). In addition, my Civil Rights have been attacked under Amendment 14, theft of property via the NYS Court amending and not enforcing business contracts.** NYS has successfully held back the AREH bankruptcy over 1 year ago (another Constitutional Right that State Court seemingly overstepped), that was desperately needed to stop this chaos as there were over \$25M of unpaid bills at that time (I cannot speak for today). This occurs due to lack of enforcement in NYS on practically anything related to this case.

If this case ever has proper Due Process via Discovery and Live Testimony (as it should have for over a year now), the intentional acts of crime (collusion, self dealing, fraud, fraudulent conveyance, etc.) have been committed will be exposed and how challenged the NYS judicial system is when I had “bulletproof” corporate governing documents to protect from these type of potential incidents. The picture of my 20+ year career (entrepreneurial but focused on integrity and honesty as number 1 always) has been tainted, I am at risk of losing just about everything that I have worked for, and forever damaged because when bad actors proceeded criminally and there is no enforcement, when they could spend many times more than I can in legal funding, the truth and merits no longer seem to be relevant or applicable (initially, at least). On the other hand, I have been open to sharing any information (that is proper, subject to confidentiality where applicable) with whichever related party or Court that would / will ask.

I am aware this letter is out of sequence, probably not compliant with Motion Practice, and the like but without US Federal Court Intervention, I can only imagine where this goes next. The complexity of this Appeal is unclear to most but from a practical point of view, the actions in NYS Court that are against me are focused on the results in the Bankruptcy Court, which are predicated on corporate control which is actually not even a question in any unbiased and outside attorney’s review. **With that said, it would appear that the “Stay” continues through the Appeal but this is unclear. In my recent letters to NYS Court on this, the opposition responded but avoids even disputing this by staying silent in their replies. I ask SDNY to please provide clarity on the Stay pending Appeal.**

Summary of Supporting Documents herein (Rather than summarizing each of the 36 documents attached, I present in abbreviated version but if the Court would like for me to summarize each individual document I can and will prepare, on request):

1. First and foremost is the NYS Court, 8.16.23, Judge Joel Cohen transcript, page 22, that shows his views on “control” of JJ Arch, unquestionably.
2. Series of back and forth letters, Motions, etc. post Bankruptcy (late Oct 24 until now) where I am attacked aggressively to the point of harassment. Even the requests come in for my criminal incarceration, for alleged improper Bankruptcy filing (this is interesting as I have tried countless law enforcement agencies for help with the issues without any response or investigation to date).
3. I did not (and still do not) want to appear Pro Se, NYS Court told me that having an attorney is a “privilege” so if I do not want a judgement, I should come to Court and defend since the Motions will be heard if I have counsel or not. I include many letters that I spent hours preparing and researching for the NYS Court consideration. Mostly all that I say is ignored even though it is factually correct on events and corporate correspondence and attempts to correct the mistakes that happened for the prior year in the case as unfortunately nobody knows more about the business than me (naturally that makes sense, that is a role of a leader and / or managing partner).
4. It appears that “directionally” there is an assumed conclusion of final adjudication for a “bad faith” bankruptcy filing even though it has not been through due process and there is an active Appeal in SDNY. This allows the opposition to attempt to carve out any obligations to me in a personal or corporate capacity although the standard in the agreements is an actual and final adjudication, not allegations.
5. I am in constant contact with a variety of attorneys in pursuit of counsel, the Court does not help the cause by not enforcing indemnification or insurance matters that became contentious, which causes risk and payment concerns for any potential lawyer. Prior Counsel has advised that this in itself is a Constitutional matter and is worthy of a separate SDNY action, which I may need to pursue separate and apart.
6. Davidoff, Hutcher, Citron (DHC, prior counsel) walks away from the case in early Dec 2024, doesn’t tell me that they had a hearing with Judge Mastando III to disband. I object, they course correct, only after I write to Judge Mastando III.
7. I was not aware of that the June 24th, 2024 Bankruptcy Remand Appeal was assigned to SDNY in early November and DHC, notice party, didn’t tell me. I found it online as I am not in Pacer and wrote a letter to SDNY alerting them to stay complaint with the timely required response by Appellant.
8. DHC requested an extension on the Remand Appeal process and succeeds, until 1.15.25.
9. In Nov 2024, I made a Motion in NYS Court for relief on many of the issues discussed herein, I am denied on all fronts, cited on process and CPLR rather than the merits of the relief sought. I had to plead with the NYS Court for 3 weeks to get a hearing that by protocol is 72 hours.
10. Series of NYS Hearings as mentioned above in Oct and Nov.
11. Regardless of where the NYS State Court action was prior to the “stay”, all attacks are on me. I plead with the Court for Discovery and it was finally granted. The opposition fights back immediately and ignores the host of other issues I brought up like jurisdictional right. This is reminiscent of what happened in their Motions in Bankruptcy where Discovery was sought and approved, they withdrew each Action to avoid it.

Part II – Writ of Mandamus / State vs District Court Removal + Remand Considerations

As a result of this “cause and effect” and immediate and constant deterioration of my financial situation, I look to the US Federal Court to either provide guidance of their views on “removing the actions” or to consider “Writ of Mandamus” regarding the State Court to see those actions that can be heard in NYS Court in a pure unbiased forum, yet there are some other State matters anyways including Florida and Delaware.

Some background information that I have been assembling over the last few months (I am not a trained attorney but I have been surrounded by counsel for over 20 years and have completed over \$3Bn of transactions in my career).

The heart of this matter started when my business partners within two key NYS limited liability companies (JJ Arch LLC and Arch Real Estate Holdings LLC) colluded to conduct an improper and hostile takeover of my real estate investment business (and its subsidiaries) and my personal family office. They started by taking [illegal] actions to cut me out of all banking (taking advantage of the FRB failure of May 2023) and IT infrastructure in August 2023. This emergency was attempted to be resolved outside of Court. 35 Oak immediately pursues me in US Federal SDNY. Upon my objection to such actions by filing suit in NYS, they have used motion practice in the courts to personally attack my reputation while creating a situation where my hands have been tied from accessing the remainder of corporate D&O insurance funds, which were previously allocated and disbursed for my use, to defend myself.

However, their actions are much further reaching than my personal impact. My partners took these actions to avoid the harsh reality of massive fraud and theft and devaluation of hundreds of millions in value, including equity owned by hundreds of passive investors. After countless attempts to settle the case, it is avoided (just like discovery) because there is no way to settle a case where all strategies and avenues are used to blame my character to avoid the obvious improprieties that occurred. By spending millions in “motion practice” in NYS State Court, they have outnumbered me without merit and even committed perjury to strengthen their narrative knowing they had the funds to avoid discovery, time and time again. Furthermore, it is clear that the NYS State Court has shown bias (and potentially breached the 14th Amendment) by modifying contracts in a way that prejudiced me (granting rights never contemplated by the contracts) and has been supportive of Oak and Chassen, especially admiring the pedigree of their counsel. I am a man of engineering and finance and may not know the proper moves of motion practice but I am incredibly well versed in the legal construction of the entities in question. Lastly, there are significant questions of forum as certain matters involve LLC’s governed by other States including Delaware and Florida, which have not been considered to date.

To aid in your review of my letter, I have started by listing the relevant case numbers and a status update for each file prior to stating my request for review and associated backup.

Summary of Active Cases:

1. Jeffrey Simpson, as managing member of JJ Arch LLC and derivatively as managing member of Arch Real Estate Holdings LLC and JJ Arch LLC v. Jared Chassen, First Republic Bank, 608941 NJ Inc. Et Al.

NYS Index No. 158055-2023, Active (Main Case)

Status: Active, NYS Court trial scheduling coordination (currently in process), assigned Judge Joel Cohen

JJ Arch LLC Chapter 11 Bankruptcy Filing, Case no. 24-10381, Judge John P. Mastando III

Adversary Proceeding (JPM) SDNY Cas no. 24-10381

Adv. Pro. No. 24-01335 (JPM)

Adv. Pro No. 24-4025 (Original Adversary Proceeding)

Adv. Pro No. 24-4026 (Removed Proceeding).

Status: Dismissed October 11th, 2024, subject to SDNY Appeal assigned to the Honorable Judge Lorna Schofield, submission due January 15th, 2024

Counsel: Pro se temporarily (NYS Court), DHC (the bankruptcy counsel disbanded and is seeking to be withdrawn). Prior Counsel: Griffin LLP, Wiggin and Dana, Offit Kurman (for Bankruptcy).

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2. Great American Insurance Company v. Arch Real Estate Holdings LLC, Jeffrey Simpson, Jared Chassen, Wiggin and Dana LLP, Griffin LLP, and Offit Kurman P.A.

SDNY Case No. 24-10381, 1:24-CV-07139 A

Adv. Pro. No. 24-4026 (Removed Proceeding), initially Judge Honorable Jesse Furman

NYS index No. 653208/2024, assigned Judge Joel Cohen

Status: NYS Court scheduling coordination (on going) with the parties. Carrier requests to be relieved of obligations by leaving the remainder of professional liability insurance funds to Court due to competing claims via interpleader.

Counsel: Pro Se temporarily, DHC (prior counsel) walked away on dismissal of bankruptcy. New Counsel in process, Flaster Greenberg.

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3. Jared Chassen, and 55 Manor LLC, individually, and derivatively on behalf of JJ Arch Nostrand LLC, JJ Haverhill LLC, JJ Tuscaloosa LLC, JJ Pebble Creek LLC, JJ Centre Pointe LLC, JJ Colombia LLC, JJ Midtown Oaks LLC, JJ Myrtle Point LLC, JJ 88 Arch LLC, JJ Cambridge LLC, JJ NCSC LLC, JJ Camelot LLC, and 5401 California Investors LLC V. Jeffrey Simpson and YJ Simco LLC.

SDNY Case No. 24-10381

NYS Index No. 654928 / 2024, assigned Judge Joel Cohen

Status: NYS Court motion practice, Preliminary Injunction hearing Jan 15th, 2024. New case filed while the Chapter 11 hearings in number 2 above were active and likely breached the “Stay” at the time.

Counsel: Pro Se temporarily,

Derivative Active Cases below:

1. L&W Supply Corporation v. Arch Builders New York LLC & Jeffrey Simpson
NYS Case 650671/2024, Judge assigned Lyle Frank

Status: This is a case where Oak was to defend for AREH and Affiliates (per the Nov 2nd 2023 NYS Court Order) and chose not to. *I was named personally, even though I did not sign this obligation in a personal capacity. I engaged Offit Kurman for Counsel and they walked away when the insurance proceeds halted. If I did not bring on emergency counsel last week, I would have faced a personal judgement on 12.23.23 of \$500,000 improperly. Now there is approximately 30 days to revisit the situation.*

2. White Cap L.P. v. Arch Builders LLC et al (including Jeffrey Simpson personally). January 24th, 2024

NYS Case No: 150701/2024

Status: Unknown

3. 435 Central Condo Development Holdings LLC et al v Midtown Oaks JV Holdings LLC et al (including Jeffrey Simpson personally), May 3rd, 2024.

NYS Case No: 652392/2024

Status: AREH Defendant (not controlled by me currently and they intentionally and improperly carved me out of their defense initiatives) appears to be seeking reassignment to Judge Cohen and possibly consolidating into main case above (158055/2023).

4. 146 89 Street Funding LLC v. 146 E 89 Borrower 1 LLC et al (including Jeffrey Simpson personally), January 11, 2024

NYS Case No: 850010/2024, assigned Judge Francis A. Kahn III

Status: NYS foreclosure of Real Property in Process

Inactive cases below:

1. 608941NJ Inc. v Jeffrey Simpson, August 10th, 2023

SDNY Case No: 1:23-cv-07089

Status: Unverified but seems inactive since February 2024.

Note: There has been perception created that I initiated litigation but this action did. Oak watched Chassen's case in NYS unfold (initiated by me in defense to regain control of my company). After he failed (they funded it too), they became a Movant in NYS action while keeping this case alive simultaneously to presumably keep their options open.

2. 608941 NJ Inc. v Jeffrey Simpson et al Declaratory Judgement precluding bankruptcy, October 11, 2023

NYS Index No. 654963/2023

SDNY Case No. 1:23-cv-8966

Status: After this separate NYS case removal to SDNY on October 11, 2023, TRO was issued, followed by conference on October 27th, 2023 with ex Parte Judge Andrew Carter. Plaintiff withdrew the case immediately after it was not going favorable and SDNY was encouraging settlement.

Counsel: Scott Griffin, Griffin LLP

Overview

The first and most pressing issue is that I have been stripped of my rights to defend myself and to find justice via due process, including pursuits against me that are potentially criminal allegations and the opposing side asking for my incarceration (without justification). The various Cases and Pleadings illustrate a picture of me that is far from correct. The situation dissipated quickly (summer 2023) when my former partners decided to take matters into their own hands, illegally and improperly against enforceable and executed contracts and with illegal activity. Once NYS Court showed the unwillingness to enforce, countless TRO's have been sought and received without merit, the non-contractual and unimaginable deterioration of a \$1Bn enterprise commenced and cascades downward further each day, including personal risk borne on me by others actions with my inability to control or defend. I have tried countless times to find a path to settlement, mediation, or resolution. That is not possible for the opposition given the crimes they have committed and they know that I am simply a honest guy and will stand up for integrity where most others will not.

In this writing, I will illustrate that I have exhausted all paths to find a solution to the continued personal defamation of character, personal and business theft and devastation of real property and the outcome of what has happened as a result. There will be no way to control the damage to me for the long-term future with potential derivative actions (see ex #1 above) as they have even found a path to circumvent contractual indemnification. It has been my intention to settle the differences with the partners before litigation and, **we have asked for Mediation and Settlement countless times (including the last Motion in the Bankruptcy Court)**. It is my understanding that this Court can demand or facilitate a settlement, which would be ideal. **Below, in the history, Judge Andrew Carter attempted to do this for the various parties, almost 1 year ago.** I am hopeful that Your Honor can help with this very challenging situation. Additionally, I have asked for intervention from many agencies, as you will see below and I do have two active Civil Rights Complaints in with DOJ, as of two weeks ago. I also have asked for help on the NYS Judge's continued "**bias**" with the NYS Judiciary Conduct Committee, besides the Administrative Judges, who have not responded materially.

Constitutional references

1. **5th and 6th Amendment – The right to have an attorney.** I understand that the Amendment is explicit on criminal and is silent on civil. However, after the Chapter 11 bankruptcy gets dismissed for alleged bad faith filing, the plaintiffs ask NYS Court for criminal contempt of me and incarceration. The reason the bankruptcy was likely dismissed is because I lost my counsel mid-way through as noted below. I do not have counsel now (other than very limited actions) and any qualified law firm I have asked to help with this case is asking for \$250,000 to \$750,000 up front, given what has happened to date and I do not have those funds available. I have insurance and indemnifications, neither are being honored or enforced.
2. **Article 1 – The right to file bankruptcy.** This was the course of action for the overall business 18 months ago, confirmed by corporate counsel when it had \$25M of accrued unpaid invoices. The below will show how the counterparts avoided it and precluded me from the main corporate Chapter filing and the later upper tier corporate Chapter filing was

burdened with complications that were intentional to cause a dismissal, which ultimately occurred at the end of Oct 2023.

3. 14th Amendment – The right to due process and property.

- a. Due Process – NYS Court has made temporary rulings (interlocutory) that are at the tipping point of clear bias and lack practical and factual merit (other than short term motion practice). **Details below but one example: when a partner is caught stealing, and the Judge says it is “extra illegal”, Orders a PI without bond (no appeal), the partner admits what he did and justifies it and then the same Judge alters the executed Contract to give him existential consent /proxy rights to help usurp me of my business and property.** The Court also changed private and executed contracts and that is not permissible under this Constitutional Amendment.

Background, Venue and the Parties

The various lawsuits will show the history of the real estate investment and operating business, that I started in 2017, called Arch Real Estate Holdings LLC (“AREH”), a NY LLC with dispute resolution venue options as SDNY or NYS Supreme Court. Its parent, JJ Arch LLC (“JJ”), a NY LLC with venue option is solely NYS Supreme Court. Effectively, I am the majority owner and controlling party of both (I am a NYC resident).

Two other members at AREH and JJ:

1. 20% Member - 35 Oak and its individual owners the Wieners (“Oak”), a Canadian passive investment partner (with an office in NJ) that invested considerable funds (\$50M) into real estate investment properties as part of a 5 year exclusivity (ended in Dec 2022) but in consideration for their investments and loan guarantees they received half of any profit that AREH would be entitled to.
2. 80% Member – JJ – Jeffrey Simpson (“Simpson”) and Jared Chassen (“Chassen”) – Although Chassen stepped up to a 49% stake (tiered 4 year structure and amended), he initially had certain major decision consent rights and would have become an equal partner but that was amended in 2021 since I had concerns of his abilities to perform at those levels and he agreed. He is a NYS resident.

Other entities, SPV’s where the real estate was acquired and held separately for each transaction (or property):

1. Arch Property Holdings 1 LLC (“ARPH 1”), ***which is a Delaware entity and superseded certain AREH provisions effective in 2020.***
2. Various General Partner NY investment entities (“MM”), which is exhibit D form to AREH to acquire property. ARPH 1 is a member in all and has JJ as its sole Managing Member.
3. Various JJ property NY investment entities (“JJ IE”) which are participants of the MM above.
4. Oak and JJ were always members via these channels and maintained an “investor consent” on any substantial transaction.
5. Stand alone 3rd party passive investor tranches (Oak sometimes invested here too), not part of the MM but major decisions on certain circumstances are required like the

managing member benefiting financially where it is not provided for in the agreement (Oak acting as AREH MM and receiving guarantee relief required this).

With inflation and interest rate growth, Oak decided in early 2023, that they wanted to walk away (after exclusivity ended in 2022) but had contractual obligations on approx. \$500M of loan guarantees, mostly non-recourse with some carry and completion guarantees (maximum contingent liability was calculated at approximately \$50M of exposure but could have been much less). Their Capital investment was significant (\$50M), but I was responsible (corporately, not personally) for another \$150M for other investor funds (over 100 individual high net worth and institutional, #5 above). Oak advised (in writing various times from Dec 2022 to May of 2023) that they were low on cash and would struggle to meet obligations. I tried every effort to solve for a capital markets exit solution for all parties (including an agreed upon Dissolution commencement) but market conditions were not good, and they started to circumvent me which caused market confusion and my inability to perform. They agreed that **Dissolution** was the right path and a broker was even engaged to assist. The Wieners were impatient and could not resist breaching the AREH agreement and started their own agenda.

***Note – Chassen thought he would be a hero by raising funds and he insisted on lengthy dialogue with Nir Meir (currently at Rikers for Fraud). Nir didn't have funds but supposedly had access to them and out of his desperation and Chassen's they tried to push me into a formal engagement, and I resisted.**

Ultimately, by July 2023 (I sent a formal notice advising Oak of contractual breaches), Oak decided that they would take control of AREH to help themselves if I would agree or not (only possible in the AREH agreement for Cause with Notice and Cure but JJ still needed structurally with lenders). I consulted with corporate counsel when the threats started coming in such as **“you can go the easy way or the hard way”**, or **“we will not fund anything as long as you are there”** (my employees and junior partners were witnesses to this). Corporate counsel said the documents protected compliance and were enforceable but there were three obvious options:

1. Provide guarantee relief and bring in new capital to replace Oak (I tried to do this, including offering my personal guarantee to lenders to take on their obligations). **I illustrated a full restructure plan to Oak in May 2023, that my team and I worked on, they ignored it.**
2. I walk away (per their ask) and let them do what they want but I would need confirmation that they would fulfill obligations with all other Agreements, including lenders, investors, and vendors. **I offered this too (with \$0 payment) but they said no to honoring contractual agreements.**
3. Chapter 11 corporate reorganization filing of AREH as it was insolvent. Oak hated this plan as it would trigger their loan guarantee recourse obligations but lender default letters were already piling up anyway. I did not tell them about this recommendation initially, Chassen did apparently, which was improper.

More explicitly defined in the various pleadings by July 19th, 2023, they sent a letter to me and Chassen describing how they wanted me out immediately (this was not contractual) and that they were going to make Chassen a “face” as they could not effectuate their plan (via loan and partner obligations) without JJ (and me out because of my steadfast integrity) and he was the only other Member that was in the documents (truly for the practical reasons of what if I was incapacitated, not shared control whatsoever).

I found out that Chassen was colluding with Oak (working for their benefit rather than for JJ), breaching his obligations and duties under JJ, I “resigned” him for Cause, as defined, on August 5th,

2023 by proper notice in the JJ Agreement. Immediately on August 6th, 2023, he pretends that I didn't fire him and that instead he claims he fired me, which is not contractual. Soon after his improper notice, a "removal" letter instantly comes from Oak that they are removing me and JJ, as well (if they removed JJ, Chassen would have been removed also besides requiring 10 day notice and 30 day cure). **More to be described herein but an issue that I am dealing with is that Oak (with Chassen's help via NYS Court granted proxy), is giving away real property and ruined the company and property. This continues without any enforcement.** I would not play along, and have been blamed with them asking NYS to incarcerate me (without legal representation). I will illustrate how they created this impossible and unbearable situation for me, where my civil rights have been attacked, and there is no hope without Federal Court Intervention.

In the context of their August 6th letter, Oak exercises the first Complaint in SDNY, on August 11th, 2023 (1:23-cv-07089)*, it illustrates US Federal District Court jurisdiction over the dispute, from Oak's point of view as they are Canadian and I am in a NY resident, but they tag along with the Chassen case in NYS as Judge Cohen seemed favorable to their goals by October 2023, after Chassen was issued a PI without bond. They suggested that they did not participate in these actions initially but later admitted that they did, they also paid for it (\$250,000 of legal funding was sent to Chassen by Oak for counsel via Fried Frank, who was working in conflict).

*Note – the Bankruptcy Dismissal Opinion does NOT mention how this litigation started in SDNY, I am not sure why but it is a serious mistake that this is skipped because again if they didn't start the first action to hurt and threaten me, who knows what the next step would have been. This is one of many issues that are technically incorrect in the Dismissal. Unfortunately, DHC already "wrote off" the case as a loss so an Appeal wasn't possible to deal with the errors and omissions of the Court which I doubt are intentional.

Oak has made it clear of their intentions: ***seek guarantee relief off of all loan obligations in trade for giving away the properties (Deed in Lieu) as the AREH Managing Member (they could not do that under my management as I would not allow "self-dealing" as the investor agreements prohibit it via a consent right). Once the property guarantees are satisfied, they will leave any liability in the US for me as they are Canadian.*** This was said publicly to me and others but not in writing. I am not a lawyer, and I did not see how they would accomplish this but now that it is clear that their efforts for "Cause" against me (if not stopped), will eliminate any protections afforded to me in the agreements via the carveouts. Their plan is working without enforcement and the Court cannot see it so far. ***Several lenders wrote letters of default pointing to improper transfers and change in control, with acceleration, Judge Cohen did not care when I pointed him to these issues as a result of his temporary (interlocutory) Orders.***

In this horrific fight in NYS Court, which started late last year, **I agreed to Judge Cohen's suggestion of allowing Oak to take over the right to be the Managing Member of the non-member manager, AREH, as long as they provided fiduciary duty to me as well as other investors, the November 2nd, 2023 NYS Court Order provides for this. They refuse to honor their duties. I have pleaded to the Court with no relief whatsoever.** After illustrating unquestionable evidence of circumvention of consents and a complete "block" on me of all activities of AREH (my e mail, health insurance, income, legal indemnity), in addition to a collusive program to attack me and JJ on a daily basis to try and convince Judge Cohen to take that away from me too.

Other Significant Parties, several of which were in the Adverse Proceeding that was Remanded (as part of the Bankruptcy Action, including but not limited to):

Infinity Real Estate LLC (“Infinity”), a Florida based company whereby Chassen’s cousin, David Berg, is a key principal. AREH had two investment properties alongside them. They assisted Chassen in his pursuits of the hostile takeover (in evidence). Infinity has a current co manager agreement with a JJ entity that I solely control and they explicitly told me that I am irrelevant, by email, and they do not care about my consents or the contract. ***They recently vacated a \$30M Miami hotel (fall of 2024) without my consent, which is against that agreement. I attempted to seek Court help on this matter via the Adversary Proceeding and that got remanded on the bankruptcy dismissal.***

First Republic Bank (“FRB”, now JP Morgan) failed in May of 2023, where AREH and JJ did all of its banking, Chassen and I did as well personally. Chassen asked them to remove me off of all of my banking access, including my personal accounts, based on an August 4th, 2023 single line email. The bank agreed instantly, even though it was excessively improper and not by banking standards. One of the DOJ federal complaints I made is about their actions and breach of the 14th Amendment, especially since they are also pursuing remedies against me and my family in our personal homes, which had mortgages with FRB prior. The banking fiasco was sympathized by Judge Cohen, rather than looking at the actions of what they did and continue to do today (banking authority is still improper over 1 year later after countless Court Orders and JPM’s various lawyers). ***I learned in the last week that they engaged Steptoe to fight me but that firm already worked for me in this case (conflict) and they simply said “they don’t care”.***

Great American Insurance Company (“GAIC”), who provided a \$3M D&O policy for AREH and its principals for a “claims made” insurance policy, focused on funding for legal protection when indemnities are not honored (as Oak has refused for me here, not sure about Chassen or others). **After making a claim in November 2023, they wrote a 12 page memo of the situation and proactively agreed to cover me for defense counsel. They also recognized that Chassen did not have any meaningful authority in the 1st Amendment of JJ (from 2021). After they funded almost \$1M of various lawyers, on my behalf, they stopped funding (May 2023, with active engagements that they endorsed) during the JJ bankruptcy because of purported new risks (where Oak sued them and Chassen made a new claim for coverage simultaneously).** They left me harmed where there was explicit detrimental reliance on their funding obligations by me and my lawyers as there are countless writings with obligations to pay. The interpleader action (#2 above) illustrates this but I still do not have support for legal counsel at this time, even though they wrote a letter to NYS Court suggesting that \$250,000 will be available to me immediately, as of November 2024. **In the November 24th, 2024 hearing (that I requested for relief) Judge Cohen essentially offered them an out and questioned their funding of my claims.** This has made it impossible for me to retain counsel and the insurance company simply wants to wash their hands of risk, payout the remaining portion of the policy, and get released. After Judge Cohen suggested Discovery for the January 14th 2025 hearing, GAIC decided to finally press Chassen on the evidence that I provided about his indemnification and \$250,000 legal payments from Oak (over a year ago). ***I have been told that that Chassen is avoiding answering the question as it will be insurance fraud or “double dipping”. This is not surprising, it is a going theme that has no ramifications, penalty or enforceability.***

Litigation History

1. July, 2023 – evidence shows (without discovery required) that Oak and Chassen were in pursuit of the plan contained herein (Infinity participated), notwithstanding Chassen stealing from me personally (over \$600,000 initially) and from JJ.
2. July 7, 2023 – secret meeting with Infinity, Oak, Chassen, and Miller (another defendant (in Adversary proceeding) / former junior partner / employee with explicit duties to AREH and JJ).
3. Given the litigation threat, JJ hires new corporate counsel (Len Breslow) to review the documents and they told me to rest assured that I had nothing to worry about as I was the only one in control and provided the solutions I noted above.
4. July 19th, 2023 memo (the blueprint of what has occurred, in concept) from Oak to Simpson and Chassen per the above.
5. Over the next two weeks, countless threats and improprieties, Chassen lies (intentionally and explicitly) to me and positions himself to officially work with Oak on the hostile takeover. It was obvious and illustrated in NYS action. During this time, Chassen solicited me to commit bank fraud for a \$1M line of credit that he was going to benefit from. I refused and this is illustrated in the Court documents. He also attempted to steal my car but ultimately returned it.
6. August 4th, 2023- **Chassen signs a joint defense agreement (“JDA”) with Oak and Infinity. He also asked FRB to remove me off all my banking accounts, they did immediately, I was not made aware until I spent hours in a bank branch on Monday, August 7th, 2023.**
7. August 5th, 2023 – I sent a notice of termination to Chassen for “Cause.” I followed by advising FRB (sole business bank) and our IT consultant, neither responded to me.
8. August 6th, 2023 – I attempted to contact my key staff members and all ignored me, except one individual, who is the only one that kept her integrity.
 - a. Chassen sends me an improper notice of termination.
 - b. Oak sends a removal letter of JJ, in addition, suggesting Cause events (which if they wanted to do that, there was a contractual process with Notice and Cure).
9. August 7th, I sent a legal notice to the parties demanding that they course correct from their illegal and improper behavior, which included theft, collusion, etc, they refused to comply.
 - a. I was locked out of my office, electronic systems and bank accounts (including my personal ones).
 - b. Chassen and Oak directed the office staff to work from home to avoid me as I was a threat. **That week they also communicated with each other about how to “build a case” against me, they solicited my staff to write fictitious letters about me in trade for indemnification and Chassen made improper money transfers, a few examples.** There was also an active attempt to lock me out of the office, which was admitted.
 - c. I went to FRB that day and they didn’t have any record of me whatsoever as if I didn’t have a single bank account. They eventually froze the accounts on my demand to stop whatever was happening temporarily. The banking access with JPM is still an issue over a year later.
10. August 10th, 2023, Oak filed a complaint in SDNY (#1, Inactive above) against me personally to support the August 6th improper removal above. It seems that it was never pursued but

was left active until March of 2024, without any Motions, Notices of Hearings that I am aware of.

They funded Chassen's litigation (not permitted in the agreements) and joined the NYS Action as a Movant when he lost without further remedy bond or appeal (October 2nd, 2023) but didn't withdraw or dismiss the Federal SDNY case. **Discovery surrounding this relationship has been avoided for the entire time but the Courts have allowed their motion practice and withdrawals when necessary to avoid it.** They were also suing me in two level of Courts (NYS and SDNY) at the same time for the same purpose besides losing their right to pursue me when they dismissed an action against me but then only started a new one on the same grounds.

11. August 14th, 2023, I filed an Ex Parte Emergency Action TRO request in NYS Court (through Counsel), against Chassen and FRB solely to simply get AREH and JJ control back as a first step. The case gets assigned to Judge Joel Cohen in the Commercial division. After a week of harsh controversy, I ultimately get a favorable TRO but Judge Cohen also allows Chassen to be reinstated to maintain status quo until the PI hearing.

- a. Even though Judge Cohen said on the first hearing that Chassen did "**extra illegal**" activities and he **read the JJ Operating Agreement Amendment 1 (from Nov 2021) that Chassen had virtually no rights since 2021**, he was giving him consideration after what he did. This was concerning in the early stages of the litigation. **It was not considered until later by the Courts that Judge Cohen confirmed that Chassen had virtually no rights (I had to remind him of what he said in the August 16th, 2023 transcript when I was demanded to appear Pro Se, on a moments notice, October 2024. Judge Cohen heard me and the transcript of that hearing acknowledges this.** That would have precluded him from further actions as he was fired properly and officially and for good reason due to criminal activity.
- b. There was a negotiation of what this initial Order should be **and Cohen suggested rewriting the operating agreement**. I pushed back and said **that it would require an immediate bankruptcy because the property loan documents don't allow for unconsented and instant change of control**. The proposed order that they provided looked like a mirror image of the July 19th, 2023 memo. Judge Cohen ultimately denied these requests and signs a TRO on August 22nd, 2023, mostly in my favor. Fried Frank (representing Chassen), lied to the Court that they were not working for Oak and that Chassen had management authority that he did not have contractually (evidence shows that they knew to the contrary). **Fried Frank was also pursuing a foreclosure against AREH's Brown property in Philadelphia at the same time for a lender. They were also hired by me at AREH, not that long prior, which means there was a representation conflict of interest. No one cared of this attorney conflict that I raised.**
- c. **Judge Cohen acknowledged that Chassen stole from me (hundreds of thousands) but diminished the amount as if it was insignificant.** The amount is above the \$75,000 federal jurisdictional requirement.
- d. **The IT vendor admits that he stole my intellectual property and sends a legal letter via an attorney and points to Chassen.**
- e. JPM is not helpful, they provide limited bank access.

12. August 23rd, 2023, I return back to work, try to get things back on track. Oak pretends that they didn't have anything to do with Chassen's maneuvers. I conducted a proper corporate investigation (with witnesses and legal counsel guidance) and research to see what happened and I learned more bad acts, further articulated in my 2nd notice of termination of Chassen on August 30th, 2023:
- a. Chassen and Oak colluded heavily, they solicited staff to "build a case" against me and solicited letters to destroy my character. They also worked collusively together on all of the actions that Chassen conducted. **Several junior partners / employees admitted that they assisted in the efforts improperly, such as Michelle Miller and Jason Paul. There are drastic remedies for me to pursue against them in their agreements for these acts, I have tried to avoid pursuit at all costs as they are both long term and were extremely dedicated working partners.**
 - b. Learning these facts had me question Oak about their involvement and they refused to share. I was also entitled to documentation of all that happened during this time by the Court Order. **They still refused to share certain key documents like their full "joint defense agreement" and the indemnitees that they executed with Chassen and others.**
 - c. Chassen spent this time in the office (Court granted) simply to advance his case by further solicitations and using his access to private corporate information to feed it to Oak or simply upload it to NYSCEF for his case.
13. August 30th, 2023, I sent Chassen a Member Loan which was also a Default Loan under the JJ Agreement since he was out of balance in the Capital accounts by \$1,200,000 and if he were to take distributions during this time (he always needed my permission anyways) he was going to lose his Membership interests that were pledged to me and subject to immediate foreclosure, per the agreement. This occurred, he refuses to acknowledge. Chassen points to an August 1st, 2023 Contract that was executed by him and I but it was predicated on a loan that simply could not close. **Judge Cohen doesn't seem to give Chassen the time of day on this as it was improper including possible bank fraud (which I opposed), which is one positive.**
14. September 29th, 2023, successful Preliminary Injunction against Chassen. **After he pleads for a bond (he makes contrary statements to the recent Complaint where he suggests that JJ Arch doesn't own anything related to AREH investments) and admits that he committed the acts that he did for justifiable reasons, he does not receive relief. He does not appeal this decision either.** During the preceding weeks Chassen complained to the Court that I could not fire him again, even though my Cause letter was proper, he sought contempt of Court of me.
- a. My attorney at the time (for JJ Arch LLC), Adam Leitman Bailey, was threatened by JPM that if he represented me further, it was an ethical violation of conflicts. He dismissed me by sending a huge bill (\$150,000 with a demand for payment that day) and then sued me for it and gets an AAA award against me (during the Bankruptcy), which I objected to countless times. **Now he is suing me in NYS Court, Chassen tries to use this against me, more aggressive harassment.**
15. JPM continues to be difficult on banking access so much that it made clearing payroll almost impossible, even though the funds were available. Judge Cohen thanked the bank for their patience and felt bad for them rather than enforcing them to follow the operating agreement or questioning why they did the acts of August 4th, 2023 above.

16. October and November 2023 – Oak joins the litigation as the Movant (the SDNY case is still in existence but no activity). They aggressively chastised me every way they can to convince the Judge that they did in fact help Chassen and that it was all proper and I was a bad actor and manager. The theme of mismanagement becomes the highlight, but it does not consider that funds are required to manage (the practical or circular nature of this that is not heard or acknowledged to date, which is predicated on Oak's lack of funding by their contractual obligations and their communications prior illustrating that they could not honor obligations). They reissued their notice of removal of JJ for Cause and Cohen allows them to proceed. He shows his bias toward them by suggesting that I could defend myself for these Cause allegations but that never happened as they kept sending in TRO's and Cohen made up his mind without any support other than papers and Affidavits (contain perjury about me).
17. During this period, Chassen is still working in affiliation with AREH even though that is not possible given that he was only affiliated with me at JJ.
18. **Before Oak gets temporary control of AREH, by Cohen on November 2nd 2023, they filed a separate action in NYS Court asking for a Declaratory Judgement to preclude a chapter filing of AREH into bankruptcy, an absurd ask that is not Constitutional.** Restructuring Counsel appeared in NYS Court (on my request) to say that this is not a State issue, it is a Constitutional issue, Cohen shuts him down.
19. Restructuring counsel (Scott Griffin) moves this individual case 1:23-cv-8966 to SDNY. Judge Carter was assigned to the case (emergency relief) and he was asked for a TRO. He granted it following up with an immediate conference call on October 27th, 2023. Once he heard arguments for 1 hour about why I should be stripped of a Constitutional right, **he suggested that the parties meet and confer and try to come to a global resolution. He asked all parties if they will verbally accept this process for 1 week and all said yes. He concluded that if the parties did not reach settlement, he will likely release the TRO because he didn't see how it was lawful to hold back any chapter filings and of course he cannot comment on if those filings will or will not have merit but that is not the point in question, all contained in the transcript of the conference.**
20. Simultaneous to the above, Oak was still pursuing TRO relief in the main NYS case from Judge Cohen. Judge Cohen granted them a TRO which precluded me from filing AREH bankruptcy in a footnote. They also forcefully tried to install a Receiver. Judge Cohen didn't accept it but those attempts were a trigger in the loan documents in addition to their initial Change of Control, full recourse events. Several lenders even sent letters of default stating this. Judge Cohen did not acknowledge.
21. **Oak then withdraws the SDNY Declaratory Relief on bankruptcy Motion and does not fulfill the obligations that they made to Judge Carter, since they had a better outcome with Cohen ruling on a federal / constitutional matter improperly.**
22. Several hearings occur in November where Oak convinced Judge Cohen to oust me and give them control of the company. Not only did he do that, he provides Chassen with an additional right of consent for JJ that only I had as managing member. He said it shouldn't be a proxy but it was. This was the key factor for Oak to start fulfilling its mission in transferring properties to lenders for guarantee relief, circumventing me and over \$100M of other investors. They did not consider my contractual investor consent right requirement (governed by a DE entity that I control via JJ), more to follow.
23. By December they shut down the AREH office, turned off my e mail, and took away my health insurance too.

24. As part of the “change in control” I was owed significant payments for my service to the company in my daily dedicated work, they refused to pay even though Judge Cohen’s Order said that they had to fulfill the obligations of the agreement and were fiduciary responsible to all, including me. I also sought contractual indemnification to Oak for legal expenses, they refused even though there is an “advance” clause.
25. I made a claim to the insurance carrier in November and started receiving legal assistance in December. I had already spent \$300,000 in legal that was not reimbursable by the policy as it was “pre claim / pre tender” expense. One of those lawyers, Adam Leitman Bailey is now suing me because he had to disband from the case at that time because Chase threatened him via a conflict (I was not made aware prior).
26. The conflict in State Court continues. Judge Cohen is seemingly unwilling to listen to any evidence or arguments that he jumped the gun on his rapid fire TRO’s. He was not understanding that until the change in control, I was working 16 hours a day trying to keep AREH alive without any investor or lender funding. **I simply wiped my family’s liquidity in hopes that I would save the company.**
27. Now that I had legal funding (through insurance), I hoped to get legal counsel to defend this so that I could move on and try and make a living to support my family. The controversy had most law firms scratching their head saying “how could this happen”? I had at least 10 different lawyers and others call Oak to try to find a way to settle this and they refused. Even investors called and offered to visit them in Toronto with me, and we were told “no”.
28. Multiple lawyers convinced me that Judge Cohen’s rulings made no sense, and they were going to show him why property conveyances were happening concurrently and inappropriately via Oak with Chassen’s consent proxy, disregarding my consent rights. Cohen did not recognize the concern, he focused on “motion practice” and told us to appeal.
29. By February, 2024, we requested an appeal to NYS AD1, asking for CPLR 5519 and 5518. They denied 5519 but said that the group of Judges would review the control and conveyance issues. I asked Oak to hold back moving property while the appeal was pending and they refused. **They fraudulently conveyed (without my consent, even though I notified them and the lenders of this) almost \$200M of property already. Chassen also puts me on notice that JJ liabilities outweigh its assets, referring to claims by Oak.**
30. Since NYS Court would not listen, I made an inquiry, filing the guidelines to resolve the issue. **When Judge Kaplan replied, she notified all parties, it is also in Judge Mastando III’s Opinion.** Judge Cohen has been frankly out of line in his determinations, not a single lawyer or unrelated reads the situation and can be believe what has happened. **That defines the line of what “bias” is, according the NYS rulebook.**
31. March 7th, 2024, JJ files bankruptcy (no reply from AD1 prior) in hopes that the Court will see that control is contractual and most importantly, the properties needs relief. Oak claims that JJ doesn’t own anything, that is refuted by me because it is factually incorrect.
32. By June 10, 2024, bankruptcy papers show it all but Oak and Chassen refused discovery 4 times (making Motions, then withdrawing when discovery is required). Judge Mastando III was not willing to look at what Judge Cohen did as it relates to control and although the NYS main case and all other cases were Removed and Stayed, he ordered Remand citing that he must rely on Judge Cohen’s Orders as a precursor. We sought an appeal to SDNY on June 24th, 2024.
33. My ability to perform during JJ’s bankruptcy became extremely weak. I was still struggling with bank account issues via JPM, I lost my income and staff (including data required for reporting since Oak has control of the systems), **and then Oak uses its control of AREH to**

sue GAIC for providing insurance coverage to JJ allegedly improperly. GAIC stopped funding multiple lawyers on my behalf and for JJ (even though they committed to and signed their retention applications) and proceeded with an Interpleader action in NYS Court, per #2 Active Litigation above. I detrimentally relied on their funding to have an expensive and complicated Chapter filing that they officially endorsed in writing. The debtors law firms immediately disband from me and say it is “attorney client relationship deterioration”, upon notice of payment concerns. Also, Chassen made a demand for insurance coverage in April of 2024 (6 months later) and the carrier had their concerns there too but it was convenient for that to happen simultaneously with AREH (via Oak) suing the carrier.

*Note – per the Bankruptcy Court, the 341 hearing was only to be scheduled after Discovery and the UST agreed that would be more reasonable. It ends up happening without Discovery and it becomes used for that purpose. **Oak comes to the table and says that they are a creditor and attack me frivolously but in their current 12.26.24 letter they say they have nothing to do with JJ Arch. It is not surprising for them to shift their position again.**

34. I lost several months trying to find replacement counsel and I was also stretched for liquidity. When I did ultimately retain counsel, Davidoff Hutcher and Citron, they did an amazing job of illustrating the issues but too much time had passed and I clearly lost credibility with Judge Mastando III. ***By October, 2024 the bankruptcy is dismissed with a 50 page Opinion that suggests potentially bad faith filing but it leaves an opening for relief as the control issue is still in appeals with the Magistrate judge, footnote 46, page 36.***
35. DHC walks away from me upon the dismissal, in concern of lack of future funding, even though I paid their Bankruptcy retention in full and there are still matters pending. Now I am left without counsel and or significant funding for a lawyer. Everything I own is in distress because I haven't earned an income in almost 2 years. I begged GAIC to assist and they said “possibly”.
36. Chassen and Oak try to attack me in NYS Court immediately (Oct and Nov 2024), they ask for Criminal contempt against me for a bad faith filing, they seek to have me incarcerated.
37. I did not have Counsel and the new harassing pleadings against me are beyond overwhelming. My health has deteriorated. I asked the Court for continuance I was told “no” except for criminal allegations. This was surprising to me and others. Now I am a Pro Se litigant, I am not a lawyer but familiar with my business and the documents. There are constant actions being made and I have no way to defend to stop this chaos.
38. I ended up making an appearance in NY State Court 3 times from October until the day prior to Thanksgiving, each time I pleaded with Judge Cohen to please read and refer to the documents and prior hearings. I totally understand that Judge Cohen has a full case load. Unfortunately, there have been times when decisions or statements in the past and were also misstated in more recent hearings. I have pointed some items out even though I am not sure I am allowed to do so. However, the misstatements seem to make things go backwards and continue to harm me. Examples that can be found in the court transcripts of October 23rd and 30th. He made many misstatements as follows (in transcripts):
 - a. “You filed a bankruptcy, you don’t get a trial”
 - b. “I never provided Simpson with any relief,” but he did and I reminded him and he then acknowledged.
 - c. I was able to correct the record on a handful of items where I pointed to Judge Cohen what he said in prior transcripts but then made-contrary rulings and Orders.

The transcripts do record me correcting him. **If you go by his initial review of the documents and how he read them, none of this could have happened contractually. He is not willing to acknowledge that he made serious mistakes and will not reconsider.**

- d. Most notably I shared that his “change in control” caused horrific damage to the business and property and to me personally as it was not permissible in the contracts.
 - e. **November 7th, 2024, I submitted an Ex parte emergency relief request. It took 3 weeks to get a hearing after pleading extensively for one. Although all that I sought was justified, he said “no” on all fronts yet the other parties were treated differently with the same request prior. I reminded him again that his change in control didn’t take into consideration the corporate documents that all parties agreed to and therefore did not deal with contractual property consents (citing a \$20M Florida sale that just occurred, an external AREH investor tipped me off and allowed for me to submit his notice to Court) and he said he didn’t care.**
 - f. As motion practice continued through November and December, there is now a seemingly full blown trial against me for “Cause”, focused heavily on the Bankruptcy Dismissal for Bad Faith and that is the picture of me set by Judge Cohen no matter what I share or say.
 - g. Surprisingly, Judge Cohen took a stand for my benefit last week and offered me a chance to defend myself when Chassen and Oak are trying to take the JJ Arch assets away from me (again) via another Receiver Motion. **He even dismissed part of Chassen’s case with Prejudice. I followed Judge Cohen’s Orders setting up an expedited hearing for January 14th, (even without counsel yet) and I am immediately faced with push back on discovery once again. Oak and Chassen will not provide discovery or allow for witnesses, the truth will come out from someone else other than me. In studying the proceedings, it was dumbfounding to find that the last Motions prior to the Bankruptcy were favorable to me as I sought a trial for the other parties for bad acts but without counsel, the tables are turned on me again. I have alerted Judge Cohen to this, I have not heard back yet.**
39. I have made countless attempts to connect to NYS Supreme Court administrative judges for help with the Bias of Judge Cohen but received no assistance. I also made a complaint with the NYS Counsel for Judicial Conduct, which was received on November 18th, 2024 but I do not have more info.
40. In summer of 2023, I reached out to every criminal justice entity that I could, DOJ, DA, AG, NY AG, NYS police, NYPD, FBI. None of them will help with investigation of the criminality here, as they are fixated with the temp Orders of NYS via Judge Cohen.
- 41. As a take away from the last hearing, Judge Cohen would not demand GAIC to fund legal for me, even though they wrote a letter to Court, stating they wanted to but then changed their view and will not do so without a Court Order. I had an Ex Parte Motion on the agenda for the day and he did not even allow me to provide an oral argument on the issue.**
42. The only positive was that Judge Cohen realized that a trial was finally necessary but also acknowledges that it will take months and I need counsel. **Given that he refused to review the property transfers as a result of his Orders and that they are still conveying property in real time, that is a serious concern that needs immediate relief by a Court.** It also appears that the trial is positioned to focus narrowly on Oak and Chassen claims of

Cause on me rather than investigating the overall issues initially raised by me in the initial Complaint.

43. As of December 5th, 2024, much dialogue occurs between counsel (DHC) and the dispute regarding the active JJ Magistrate Court appeal which is on the verge lapsing and there is no counsel willing to continue, who had an obligation to do so and no new bankruptcy attorney will jump in quick enough to meet deadlines, **luckily Judge Schofield agreed to postponement of Appeal requirements to January 15th, 2025 (the counsel that said that they would take this over from DHC is now backpedaling, due to the complications of this messy case, so I will likely be seeking additional time unfortunately).** The fireworks happen daily and have severe consequences on my well being and Civil Rights per the 14th Amendment.
44. Just last night I heard from Riverhead Building Supply who wants approximately \$150,000 properly owed to them for supplies for a project in Queens from 1.5 years ago. They reached out to me as no one else is responding to them and I said that I could not help them by NYS Court Order.

Inflection Point for Oak and Chassen:

By December, 2024, they found their secret weapon above and beyond spending countless legal dollars to make noise and false accusations. The fact that they were successful shutting down the JJ Arch bankruptcy by dismissal (a function of me losing counsel mid way through) may offer them an opportunity to pursue me for bad faith filing efforts and that is what they are seeking. Unfortunately, no Court has looked at the corporate structure fully to understand the dynamics and control, etc. The Bankruptcy Court relies on Judge Cohen for corporate control and he has not been willing to allow argument or pleadings surrounding the investment properties that are being given away improperly. Now a trial that I sought, to find justice in all of this, is to be used against me narrowly. Judge Cohen said explicitly that he does not want to deal with the properties being eroded. He also is not willing to listen to how the investment entity's function and how JJ Arch has ownership stake and significant control (All fully explained in the Motion to Dismiss Response by DHC, in addition to the Adversary Proceeding that they put together). Although, in case #3, he issued a TRO without any evidence or arguments and that one is solely focused on property. That case could not have been filed in NY as its parent is a Delaware entity and governs control. It also could not have been filed in the midst of bankruptcy as there was a "stay" in place. It is merely another attempt to neuter me and strip away my investor consent rights. Then they try to alledge that I am not being fiduciary responsible to JJ Arch. How can I be? I lost access to just about everything, Oak sends information directly to those investors, JPM plays games with the bank accounts, and TRO's are given out without any consideration, Oral Argument, it is all taken on the "face" of perjury that will not be considered by the Court (yet). I have even offered to NYS Court to prepare a full list of perjury as it has happened countless times but I was not heard on that either. ***This has to stop and if none of the US or NY criminal justice entities will investigate the issues, and the Courts don't look into either, I am not afforded Due Process whatsoever. Our Constitution and Country are not built on "he said, she said" as a way to solve disputes, there is Due Process for a reason and it is not existent here for almost 1.5 years.*** I beg the Federal Courts to be of assistance here. Hence, the request of **Writ of Mandamus.**

Motive

My decision to engage with Oak in 2017 was based upon their **passive involvement** and their obligations to support my business with credit and seed equity. I did not leave an amazing job of 11 years of tenure, to start my own business, to have it be attacked like this. If witnesses were asked, it would all be self-evident. To be very clear, Oak was not forced to do anything, they could have “passed” on investment opportunities and walked away from AREH in even the 1st year but they didn’t say “no” to any investment idea or show weakness until 5 years of success. Not only that, my team and I helped them extensively on assets of theirs in Florida that we had no economical interest or gain in. **As Judge Cohen initially said, there isn’t a concern about Simpson until August of 2023, how is he instantly such a bad guy?**

Oak had a 50 year successful lighting business that was sold in the last 4 years to Leviton. That cash flow was illustrated at 10-15M per year. After the sale, they made investments that failed (Cannabis and Plant Protein) and AREH was not going to be their future so controlling liability was number 1 for them and they said this in writing in December of 2022. Their CFO said that their family office was not equipped to handle the growth of my company, this is before he marked his positions within AREH down and then said they were out of cash and that they had to borrow funds to meet obligations. My relationship with them solely hinged upon reliable equity and credit support. They have no experience of merit, everyone in the industry knew the business was focused around me as the leader with my key teammates along my side.

I cannot say definitively, but there appears to be a similar dynamic ongoing with Oak in two other companies they invested in and a “RICO” action that I am considering pursuit of but I have to conduct further research first:

1. **Global Food and Ingredients in Toronto.** It was a publicly traded company and trading halted earlier this year after there was concerns by their senior creditors. It appears that Oak was the majority of that senior creditor and also in other parts of the business. I am investigating this further but it has some similarities to what they did with AREH.
2. **IM Cannabis** in Canada is in the midst of Court actions, and it sounds like Wiener is blaming others there too.

Finally, they sued their partner and caused harm by making accusations (seems very similar to here) in 2003 in Toronto Distillery District property. According to the news articles, **William Wiener “didn’t trust” his partner when his capital obligations were called upon and instead attacked their character. This sounds very similar in actions and words to my case. This was never disclosed to me prior to the partnership, and I only learned about this from an investor’s research post the 2023 incidents.**

Oak has told many individuals that **“they are really good at litigation”** and all surprising for me where I never had any significant litigation over my 20+ year career (except for few, ordinary course of business). So how did I “work out” \$3 Bn of difficult real estate without litigation? I counted on a functional system and then worked hard with my team and lawyers to protect all the parties fairly in documentation that was crystal clear and dealt with potential issues and disputes so litigation would not be required. And it worked until this group has shown they simply don’t care about any of it. **They have publicly told me and my staff “Let them chase us in Canada”.**

If they were correct that I conducted “bad acts” why is it that no lender or investor is suing me? Why is it that I have nothing to hide?

I am in process of developing a full narrative (citing the chapter and verse from papers) of each time that Oak and / or Chassen shared information with the NYS Court where it was false, or simply vindictive.

Conclusion:

My options are extremely limited, my family has suffered since **my career has been ruined because of lack of enforcement from theft, harassment, defamation of character, etc. in State Court and when contracts were changed negatively against me (for holding the line on honesty and integrity)**. The collusive group against me has one mission, relieve liability from themselves, leave that which they can on me and because they can spend more in legal than I can, it is working unfortunately. **This is not due process and the 5th and 14th Amendments are there to protect against this from happening.** If lawyers aren’t interested in the “risk / reward”, and the truth is held under “lock and key”, there is no other choice other than a Federal Court intervention. Bankruptcy should have solved for this (at AREH first and foremost), but that was held back by NYS unconstitutionally in Nov. 2023.

There is no evidence against me for their allegations, their only substantive angle is the JJ Arch Bankruptcy dismissal in bad faith, which was not at all the intent but given the lawyer issues it can appear that way. I do not believe Judge Mastando III meant to make the error or misunderstand the NYS Order on bankruptcy from Judge Cohen that was related to AREH, NOT JJ Arch (that was not Constitutional by NYS or enforceable anyways, I have been advised). Here nor there, the right to file is a Constitutional matter anyway and this was fully vetted in a hearing with Judge Carter in SDNY. It is indeterminate of any company, it is Federal Law.

Their unwillingness to provide discovery which will confirm the Chassen/Oak improper relationship and the “self-dealing” to economically relieve them, illustrates this.

My instinct is to **remove** all of the aforementioned cases to SDNY on the grounds of being deprived of the Constitutional rights contained herein such as: due process and property under Amendment 14, my inability to procure counsel under Amendments 5 & 6 and finally my rights to file a bankruptcy (AREH), which was deprived by Judge Cohen improperly (concurrently with Judge Carter agreeing with me). This whole case / company should have been in bankruptcy a year ago, and a higher Court would have had oversight on what to do about the insolvency that was a result of a funding partner (Oak) simply breaching all of its obligations, not this personal attack on me for standing up for integrity.

With Your Honors approval, I will follow the requirements of removing the cases to SDNY and following the Pro Se guidelines for doing so. I ask for relief to get this back on track including an Order on legal funding from GAIC. I am not a lawyer, I have already found courage to “appear” in a way outside of any personal comfort for the greater cause of finding justice but I cannot continue this way, including the LLC’s which require counsel and Pro Se is not permitted. I also seek a “stay” on all litigation and property transfers for my benefit and that of my investors as well, in addition to competing and derivative litigation in the absence of much needed counsel personally and for JJ.

To the extent that the Court would allow for a conference, a hearing, or some direction on this dire situation, it would be greatly appreciated. If and when I **“remove”** the cases to SDNY, there will be much pushback with **“remand”** efforts so if that can be avoided with **Judicial Intervention via a Writ of Mandamus (or any other avenue provided by the Federal District Court)**, I would welcome this and greatly appreciate it.

I apologize in advance for contacting the Court of these issues via a letter, but based on the above, it will be a significant challenge to even prepare the submissions that are necessary and lawful steps to protect myself in the current predicament, without immediate relief.

Thank you and respectfully,

/s/ Jeffrey Simpson

cc: Allen Schwartz, Esq Counsel for Chassen
Sean Southard, Esq Counsel for Chassen
Leslie Thorne, Esq Counsel for Oak
Scott Schechter, Esq Counsel for GAIC Insurance Carrier
Jonathan Pasternak, Esq Prior Counsel to JJ Arch LLC (Debtor)
James Glucksman, Esq Prior Counsel to JJ Arch LLC (Debtor)

Honorable Judge Andrew Carter SDNY
Honorable Judge Joel Cohen, NYS Commercial Division Part 3